

REMARKS

Examiner Rhode is thanked for the thorough examination of the subject Patent Application. The Claims have been carefully reviewed and amended, and are considered to be in condition for allowance.

5 Reconsideration of the rejection under 35 USC §112, first paragraph, and in response to the 35 USC §112, second paragraph rejection from the previous Office Action, of Claim 1, for failing to comply with the written description requirement in that the claim contains subject matter, which was not described in the specification in such a way as to reasonably convey to one skilled in the
10 relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention is requested in light of the following arguments. Claim 1 is amended to replace the element “contractual interface” with the element “electronic network”.

 Reconsideration of the rejection under 35 USC §112, first paragraph, of
15 Claim 11 for failing to comply with the written description requirement in that it contains subject matter, which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention, is requested in light of the following arguments. Claim 11 is amended to remove
20 the phrase “connecting said camera to electronically communicate via said

electronic network" to claim only the step of "transferring camera usage
information to a user information database connected to said electronic network".

Reconsideration of the rejection under 35 USC §112, second paragraph,
of Claim 1, as being indefinite for failing to particularly point out and distinctly
5 claim the subject matter which applicant regards as the invention. Claim 1 is
amended to replace the element "contractual interface" with the element
"electronic network".

Reconsideration of the rejection under 35 USC §112, second paragraph,
of Claim 11 as being indefinite for failing to particularly point out and distinctly
10 claim the subject matter which applicant regards as the invention. Claim 11 is
amended to remove the phrase "connecting said camera to electronically
communicate via said electronic network" to claim only the step of "transferring
camera usage information to a user information database connected to said
electronic network".

15 Reconsideration of the rejection under 35 USC §112, second paragraph,
of Claim 40 as being indefinite for failing to particularly point out and distinctly claim the
subject matter which the applicant regards as the invention. Claim 40 is amended
to finish defining a camera provider as "a camera distributor".

Reconsideration of the rejection under 35 USC §103(a) of Claims 1, 7 -
20 9, 11, 20 - 26, 30 - 34, 36 - 37, 46 - 47, 57, 63 - 65, 67 - 68, 71, 73, 76 - 77, 83 - 85, 87,
89, 91 - 93 and 96 as being unpatentable over U. S. Patent 5,963,752 (Zander)

in view of U. S. Patent 6,167,251 (Segal et al.) and further in view of U. S. Patent 5,974,401 (Enomoto et al.), is requested in light of the following arguments.

Zander provides an apparatus for loading a camera with a film strip that may be purchased or rented by a user. The camera is loaded with a filmstrip
5 having certain characteristics including the film type and number of exposures. Further, Zander describes communicating user photofinishing instructions, which are then stored in the camera for future processing. Segal et al. provides a contract with a long term commitment to a cellular carrier. A cellular telephone is provided based on "the establishment of a long-term service contract" (Col. 1,
10 Lines 56-57). There is no discussion of the cellular telephone being provided for free or discount based on the number of prepaid minutes. Enomoto et al. provides for image transfers over a network, from a camera to an image processor for print reproduction and for transfer of a certain level of camera usage information.

15 With regards to Claims 1, 7-9, 11, 20-26, 30-37, 42, 46-47, 57, 63-65, 67, 71-73, 76-77, 82-88, and 91-93, neither Zander, Segal et al., Enomoto et al., nor the combination of Zander in view of Segal et al. and further in view of Enomoto et al., provides:

20 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said
electronic network to an image processor and transferring
images acquired by said camera to said image processor;
(Claim 1 Lines 24-26)

5 printing reproductions of at least one of the images having
restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said
electronic network for restricting access by said consumer to
images acquired by the camera and retained within said camera
10 to prevent the consumer from obtaining reproductions of the
images made from a source not associated with the camera
provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said
consumer to said camera provider; (Claim 46 Lines 3-4) and

15 retaining said personal information within a consumer database;
(Claim 46 Line 5)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
20 image reproductions within the selected amount of time and the
camera provider provides the consumer with at least one of the

cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said
electronic network to receive images acquired by said camera to
an image processor; (Claim 57 Lines 12-14)

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider, wherein
the image securing device encrypts said first image within said
camera upon receipt of an encryption key from said camera
provider via said electronic network. (Claim 66, Lines 2-6)

a consumer database in communication with the camera provider
retaining personal information transferred from said consumer to
said camera provider. (Claim 67 Lines 3-5)

a medium for retaining a computer code which, when executed on
a computing system performs a program process ... comprising
the steps of:

providing an electronic network through which a camera
provider and a consumer electronically communicates to
generate a contract where said consumer acquires at least

one camera in exchange for said commitment; (Claim 77
Lines 5-9)

connecting said camera to electronically communicate via said
electronic network with an image processor; (Claim 77 Lines
21-22)

transferring images acquired by said camera to an image
processor; (Claim 77 Line 23);

printing reproductions of at least one of images having restricted
access; (Claim 77 Line 27)

connecting said camera to communicate via said network for
restricting access to images acquired from the camera to
prevent the consumer from obtaining reproductions of images
made from a source not associated with the camera provider;
(Claim 82 Lines 3-6)

transferring personal information via said electronic network from
said consumer to said camera provider; (Claim 87 Lines 3-4)

and

retaining said personal information within a consumer database.
(Claim 87 Lines 5)

There is no teaching in Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for an electronic network through which a camera provider communicates with a consumer generate a contract with the terms that predicate providing of the camera based on the amount of film or images purchased. Zander, or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film. The canister containing the exposed film may be returned to the customer or may be sent for developing directly. While there is a security code (Fig. 17b), this security code of Zander does not prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones. In re Gorman, 933 F.2d 982, 18 USPQ2d 1885 (Fed. Cir. 1991) Cf. In re Geiger, 815 F.2d 686, 2 USPQ2d 1276 (Fed. Cir. 1987) established that some "teaching, suggestion, or incentive to support combination" of prior art references is needed in order to support a §103 rejection. There is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic

communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

The contract of Segal et al. provides for a long term commitment to a
5 cellular carrier. The cellular telephone is provided based on "the establishment of a long-term service contract" (Col. 1, Lines 56-57). There is no discussion of the cellular telephone being provided for free or discount based on the number of prepaid minutes.

The encryption as described in Segal et al. is within a unique identifier
10 included in the communication unit. The use of unique identifiers provides unique encryption, as well as secure transmission for each communication unit that is transmitted from the keyless portable cellular phone to the system server.

Further, the prepaid airtime communication units have a unique identifier that is encrypted and transmitted to the server. It is decrypted and used for allowing the
15 keyless cellular telephone access to the communication system through the server. There is no teaching to restricting access of a camera to prevent a consumer from obtaining reproductions of images from a source not associated with the camera provider.

There is no teaching in the combination of Zander in view of Segal et al.,
20 or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., for a device that provides an electronic network for generating a contract with terms for the purchasing of the camera based on the amount of film

or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased or rented and is preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b) and Segal et al. discusses a long term commitment to a cellular
5 service provider in return for a free or discounted cellular telephone and encryption of pre-paid airtime communication units with unique identifiers. Neither the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

10 Enomoto et al. provides for image transfers over a network to a print processing. Enomoto et al. does not provide for restricting access of a camera to prevent a consumer from obtaining reproductions of images from a source not associated with the camera provider. Further, Enomoto et al. does not provide for determining whether the "consumer has at least one of plurality of financial
15 instruments" (Claim 1, Lines 11-12; Claim 10, Lines 11-12; Claim 77, Lines 14-15).

The invention as claimed in amended Claims 1,7 - 9,11,20 - 26,30 - 34,36 - 37,46 -47,57,63 - 65,67 - 68,71 73, 76 - 77, 83 - 85, 87, 89, 91 - 93 and 96 is believed to be novel and patentable over the combination of Zander in view
20 Segal et al., or in the combination of Zander in view of Segal et al. and further in view of Enomoto et al., because there is an insufficient basis as described above to conclude that the combination of claimed elements would have been obvious

to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in
5 view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 2, 58, and 78 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the
10 following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Steinberg does describe a secure storage device that stores digital images from digital cameras and performs security functions, including encryption, creation of an authentication file, adding data to the image data such
15 as fingerprinting, and adding secure annotations such as separate data included in an image header. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 58, and 78, and further in view of Steinberg for:

providing an electronic network through which a camera provider
20 electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said
electronic network to an image processor and transferring
images acquired by said camera to said image processor;
(Claim 1 Lines 24-26)

5 printing reproductions of at least one of the images having
restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said
electronic network for restricting access by said consumer to
images acquired by the camera and retained within said camera
10 to prevent the consumer from obtaining reproductions of the
images made from a source not associated with the camera
provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said
consumer to said camera provider; (Claim 46 Lines 3-4)and

15 retaining said personal information within a consumer database;
(Claim 46 Line 5)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
20 image reproductions within the selected amount of time and the
camera provider provides the consumer with at least one of the

cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said
electronic network to receive images acquired by said camera to
an image processor; (Claim 57 Lines 12-14)

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider, wherein
the image securing device encrypts said first image within said
camera upon receipt of an encryption key from said camera
provider via said electronic network. (Claim 66, Lines 2-6)

a consumer database in communication with the camera provider
retaining personal information transferred from said consumer to
said camera provider. (Claim 67 Lines 3-5)

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
cameras to consumers in exchange for a commitment (Claim 77,
Lines 1-4) (The steps of the program process being equivalent to
the method of Claim 1).

Steinberg does not provide for encryption within the camera to prevent
"reproduction of at least a first image acquired from the camera by a source not

associated with the camera provider.” The system of Steinberg details the encryption within a separate computer system or external storage device. Without encryption within the camera, the user would be able to access the images for reproduction and defeat the terms of the contractual relationship.

5 As described above, Segal et al. does not discuss the providing an electronic network for communication between a camera provider and a consumer for generating contract for providing a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications
10 of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network,
15 there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg for a system that includes an electronic network for generating a contract with terms that
20 provides for the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for

removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Steinberg provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Steinberg details the encryption within a separate computer system or external storage device.

The invention as claimed in amended Claims 2, 58, and 78 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 3, 59, and 79 as being unpatentable over the combination of Zander in view of Segal et

al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 5,929,218 B1 (Smith) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

5 While Smith does describe a low resolution image acquired for display on a view finder display. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Smith for:

 providing an electronic network through which a camera provider electronically communicates with a consumer to generate a
10 contract ...; (Claim 1 Lines 3-5)

 connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor;
(Claim 1 Lines 24-26)

15 printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

 method ... further comprising the step of connecting said camera to electronically communicate via said electronic network for granting access to low resolution versions of images taken with
20 the camera to be transferred from the camera; (Claim 3, Lines 1-3)

connecting said camera to electronically communicate via said
electronic network for restricting access by said consumer to
images acquired by the camera and retained within said camera
to prevent the consumer from obtaining reproductions of the
5 images made from a source not associated with the camera
provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said
consumer to said camera provider; (Claim 46 Lines 3-4)and
retaining said personal information within a consumer database;
10 (Claim 46 Line 5)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
image reproductions within the selected amount of time and the
15 camera provider provides the consumer with at least one of the
cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said
electronic network to receive images acquired by said camera to
20 an image processor; (Claim 57 Lines 12-14)

the camera distribution system wherein said camera is connected
to communicate via said electronic network to grant permission
for low resolution versions of images taken with the camera to
be transferred from the camera; (Claim 59, lines 1-4)

5 and

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
cameras to consumers in exchange for a commitment (Claim 77,
Lines 1-4) (The steps of the program process being equivalent to
10 the method of Claim 1).

Smith does not provide "granting access to low resolution versions of
images taken with the camera to be transferred from the camera." The system of
Smith details the structure of a digital camera with a low resolution viewfinder
optical path to capture an image for display upon the viewfinder.

15 As described above, Segal et al. does not discuss the providing an
electronic network for communication between a camera provider and a
consumer for generating contract for providing a camera and is entirely restricted
to cellular phones and there is no teaching, suggestion, or incentive to support
the combination of the Zander and Segal et al. For example, the classifications
20 of the field of search of Zander and Segal et al. are non related (Zander being
396 – Photography and Segal et al. being 455 – Telecommunications and 379 –

Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate
5 providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith for a system that includes an electronic network for generating a contract with terms that provides for the purchasing of the camera based on the amount of film or images
10 purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither,
15 the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

20 The invention as claimed in amended Claims 3, 59, and 79 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith, because there is an insufficient

basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Smith would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 4, 5, 60–61, and 80–81 as being unpatentable over the combination of Zander, Segal et al., and Enomoto et al. as applied to Claims 1, 57, and 77, and further in view of U. S. Patent 6,169,596 (Shiota) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Shiota provides a picture printing service without employment of an electronic network. Picture image data is read from a film strip using a film scanner and stored in an image server. Search identification information of the picture image data is generated for searching for the picture image data stored on the image server. The identification information is printed on an order sheet to be used by a customer upon placing an order. There is no teaching in the

combination of Zander, in view of Segal et al., and in view of Enomoto et al., and
further in view of Shiota for:

providing an electronic network through which a camera provider
electronically communicates with a consumer to generate a
contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said
electronic network to an image processor and transferring
images acquired by said camera to said image processor;
(Claim 1 Lines 24-26)

printing reproductions of at least one of the images having
restricted access; (Claim 1 Lines 27-28)

connecting someone other than the consumer to communicate via
said electronic network; (Claim 4 Line 3)

receiving an order via said electronic network under said contract
for at least one image print from someone other than the
consumer; (Claim 4 Lines 4-6) and

crediting under said contract the consumer's commitment fulfillment
based on the order; (Claim 4 Line 7-8)

connecting someone other than the consumer to said electronic
network; (Claim 5 Line 3)

receiving an order via said electronic network under said contract
for an image reproduction from someone other than the
consumer; (Claim 5 Lines 4-6) and

providing under said contract the consumer with a benefit based on
the order; (Claim 5 Line 7-8)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
image reproductions within the selected amount of time and the
camera provider provides the consumer with at least one of the
cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said
electronic network to receive images acquired by said camera to
an image processor; (Claim 57 Lines 12-14)

the camera distribution systemwherein the image processor
receives an order for an image reproduction from someone
other than the consumer; and said image processor provides
the consumer a benefit based on the order; (Claim 60 Lines 1-4)

the camera distribution system wherein the image processor
receives an order for an image print from someone other than

the consumer; and said image processor credits the consumer's
commitment fulfillment based on the order; (Claim 61 Lines 1-4)

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
cameras to consumers in exchange for a commitment; (Claim 77,
Lines 1-4) (The steps of the program process being equivalent to
the method of Claims 1, 4, and 5)

Shiota does not teach to an electronic network for the generation of a
contract for providing a camera to a consumer. In fact, Shiota teaches away
from having an electronic network for generating a contract providing the camera
to a consumer.

As described above, Segal et al. does not discuss the providing an
electronic network for communication between a camera provider and a
consumer for generating contract for providing a camera and is entirely restricted
to cellular phones and there is no teaching, suggestion, or incentive to support
the combination of the Zander, Segal et al. and Shiota. For example, the
classifications of the field of search of Zander and Segal et al. are non related
(Zander being 396-Photography; Segal et al. being 455-Telecommunications
and 379-Telephonic Communications; Shiota being 355-Photocopying) and
provide an indication that one skilled in the art would not have an incentive to
combine these references.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Shiota for a system that includes an electronic network for generating a contract with terms that provides for the purchasing of the camera based on the amount of film or images
5 purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither,
10 the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

15 The invention as claimed in amended Claims 4, 5, 60–61, and 80–81 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view Shiota, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view
20 of Enomoto et al., and further in view of Shiota would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such

basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 6, 19, 45, 62, 66, 82 and 86 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 57, and 77, and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Steinberg does describe transferring images from a camera to a secure storage device. The secure storage device stores digital images from the digital camera and performs security functions, including encryption, creation of an authentication file, adding data to the image data such as fingerprinting, and adding secure annotations such as separate data included in an image header. The secure storage devices then transfer the images to a computer. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claims 1, 58, and 78, and further in view of Steinberg for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said
electronic network to an image processor and transferring
images acquired by said camera to said image processor;
(Claim 1 Lines 24-26)

5 printing reproductions of at least one of the images having
restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said
electronic network for restricting access by said consumer to
images acquired by the camera and retained within said camera
10 to prevent the consumer from obtaining reproductions of the
images made from a source not associated with the camera
provider; (Claim 8 Lines 4-8)

wherein the step of restricting access to said images comprises the
step of encrypting by the camera of at least a first image
15 captured by said camera to prevent the user from having prints
of at least the first image from a source not associated with a
provider of said camera. (Claim 19 Lines 1-5)

transferring personal information via electronic network from said
consumer to said camera provider; (Claim 46 Lines 3-4)and
20 retaining said personal information within a consumer database;
(Claim 46 Line 5)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
image reproductions within the selected amount of time and the
5 camera provider provides the consumer with at least one of the
cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said
electronic network to receive images acquired by said camera to
10 an image processor; (Claim 57 Lines 12-14)

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider, wherein
the image securing device encrypts said first image within said
15 camera upon receipt of an encryption key from said camera
provider via said electronic network. (Claim 66, Lines 2-6)

a consumer database in communication with the camera provider
retaining personal information transferred from said consumer to
said camera provider. (Claim 67 Lines 3-5)

20 a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing

cameras to consumers in exchange for a commitment (Claim 77, Lines 1-4) (The steps of the program process being equivalent to the method of Claim 1);

and

5 the medium ... further comprising the step of connecting said camera to communicate via said network for restricting access to images acquired from the camera to prevent the consumer from obtaining reproductions of images made from a source not associated with the camera provider; (Claim 82 Lines 1-6)

10 and

the medium ... wherein the step of restricting access to said images comprises the step of encrypting at least said first image within said camera. (Claim 86 Lines 1-3)

Steinberg does not provide for encryption within the camera to prevent
15 "reproduction of at least a first image acquired from the camera by a source not associated with the camera provider." The system of Steinberg details the encryption within a separate computer system or external storage device. Without encryption within the camera, the user would be able to access the images for reproduction and defeat the terms of the contractual relationship.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Steinberg for a system that includes an electronic network for generating a contract with terms that provides for the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Steinberg provides a device to prevent the customer from accessing the images for printing “from a source not associated with the camera provider”. Enomoto et al. does

not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Steinberg details the encryption within a separate computer system or external storage device.

The invention as claimed in amended Claims 6, 19, 45, 62, 66, 82 and 86
5 is believed to be novel and patentable over Zander in view of Segal et al., further
in view of Enomoto et al., and further in view of Steinberg, because there is an
insufficient basis to conclude that there is teaching, suggestion, or incentive to
support the combination of claimed elements of Zander in view of Segal et al.,
further in view of Enomoto et al., and further in view of Steinberg would have
10 been obvious to one skilled in the art. That is to say, there must be something in
the prior art or line of reasoning to teach, suggest, or provide incentive that the
combination of these various references is desirable. The applicant believes that
there is no such basis for the combination. The applicant therefore requests that
Examiner Rhode reconsider the rejection in view of these arguments.

15 Reconsideration of the rejection under 35 USC §103(a) of Claims 12 and
29 as being unpatentable over the combination of Zander, in view of Segal et al.,
and in view of Enomoto et al. as applied to claims 10 and 11, and further in view
of U. S. Patent 6,369,908 B1 (Frey et al.) is requested in light of the following
arguments. Please refer above for the arguments with regards to the
20 combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Frey et al. provides a banner message, text message, or audio message
attached to an image from a separate kiosk not from a camera provided to a

consumer on a purchased or rental basis. There is no teaching about sending
advertising or coupons to a user or incorporating the advertising with the printed
images. There is no teaching in the combination of Zander, in view of Segal et
al., and in view of Enomoto et al. as applied to claims 10 and 11, and further in
5 view of Frey et al. for:

providing an electronic network through which a camera provider
electronically communicates with a consumer to generate a
contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said
10 electronic network to an image processor and transferring
images acquired by said camera to said image processor;
(Claim 1 Lines 24-26)

printing reproductions of at least one of the images having
restricted access; (Claim 1 Lines 27-28)

15 the method ... further comprising the steps of connecting said
camera to electronically communicate via said electronic
network and transferring said camera usage information to a
user information database; (Claim 11 Lines 1-4)

the method ... further comprising the step of selecting advertising to
20 be presented to the user based at least in part on the camera
usage information; (Claim 12 Lines 1-3) and

the method ... further comprising the step of downloading via said
electronic network an advertisement into the camera and
displaying the advertisement on a camera display. (Claim 11
Lines 1-4)

5 As stated above, there is no teaching in Zander, or in the combination of
Zander in view of Segal et al., further in view of Enomoto et al., and further in
view of Frey et al. for a system that includes an electronic network for generating
a contract with terms that provides for the purchasing of the camera based on the
amount of film or images purchased. While Zander does have a security code
10 (Fig. 17b), the security code of Zander does not provide encryption to prevent the
customer from accessing the images for printing "from a source not associated
with the provider of said camera".

Zander does provide "camera information about the reloaded film as
selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44).

15 However, Zander, or in the combination of Zander in view of Segal et al., further
in view of Enomoto et al., and Frey et al. does not detail camera usage
information which includes:

average number of pictures captured before upload of pictures;

average number of pictures captured vs. number of pictures

20 printed;

time of day or year when camera is most likely to be used and
frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

5 number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other
products ordered;

track which advertisements/promotions the user investigated or
generated a "click-through" experience;

10 track how many different locations to which the user had prints
shipped;

track the user classification of a photo gallery. (Claim 11, Lines 5-
17)

The system of Frey et al. provides for attraction advertising describing
15 services of the photo kiosk (Col 3, Lines 40-43). The kiosk attaches a greeting or
text message to the photo. There is no teaching, suggestion or support that
advertising is sent to the customer or displayed on the camera that has been
purchased or rented under the contract generated on an electronic network,

where the terms of the contract where the purchase of the camera is based on the amount of film or images purchased.

As described above, Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al. for a system that includes an electronic network for generating a contract with terms that provides for the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither,

the security code of Zander nor the encryption of Segal et al. or Frey et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Frey et al. details the photo kiosk where pictures are taken and greeting messages are attached to the resulting picture.

The invention as claimed in amended Claims 12 and 29 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Frey et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 13 as being unpatentable over the combination of Zander, Segal, and Enomoto as applied to claims 10 and 11, and further in view of U. S. Patent 6,360,362 (Fitchner et al.) is requested in light of the following arguments. Please refer

above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

Fitchner et al. provides a method where a "host system detects that the firmware on the imaging device is incompatible with a configuration of the host system. In response to detecting the incompatibility, an updated firmware image is transferred from the host system to the imaging device." There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. and further in view of Fitchner et al. for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said electronic network to an image processor and transferring images acquired by said camera to said image processor; (Claim 1 Lines 24-26)

printing reproductions of at least one of the images having restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said electronic network for restricting access by said consumer to images acquired by the camera and retained within said camera to prevent the consumer from obtaining reproductions of the

images made from a source not associated with the camera
provider; (Claim 8 Lines 4-8)

connecting said camera to electronically communicate via said
electronic network and transferring said camera usage

5 information to a user information database, (Claim 11 Lines 2-4)

As stated above, there is no teaching in Zander, or in the combination of
Zander in view of Segal et al., further in view of Enomoto et al., and further in
view of Fitchner et al. for a system that includes an electronic network for
generating a contract with terms that provides for the purchasing of the camera
10 based on the amount of film or images purchased. While Zander does have a
security code (Fig. 17b), the security code of Zander does not provide encryption
to prevent the customer from accessing the images for printing "from a source
not associated with the provider of said camera".

Zander does provide "camera information about the reloaded film as
15 selected by the customer, such as the length of the filmstrip" (Col. 17, Line 44).
However, Zander, or in the combination of Zander in view of Segal et al., further
in view of Enomoto et al., and Fitchner et al. does not detail camera usage
information which includes:

average number of pictures captured before upload of pictures;

20 average number of pictures captured vs. number of pictures
printed;

time of day or year when camera is most likely to be used and

frequency of flash usage;

amount of time spent viewing each image on the LCD viewfinder;

amount of time spent editing each image on-camera;

5 number of images captured over a given time period;

typical or average preferences for print numbers, sizes, and other
products ordered;

track which advertisements/promotions the user investigated or
generated a "click-through" experience;

10 track how many different locations to which the user had prints
shipped;

track the user classification of a photo gallery. (Claim 11, Lines 5-
17)

Claim 13 provides for the change in the operational modes of the camera
15 based on the camera usage information of Claim 11. The firmware modifications
of Fitchner et al. are dependent upon the type of host system being used to
update the firmware of the camera and further, there is no discussion of
extracting the user information for determining the firmware update to be applied
to the camera.

As described above, Segal et al. does not discuss a system that includes an electronic network for generating a contract with terms that provides for the purchasing of the camera based on the amount of film or images purchased. and is entirely restricted to cellular phones and there is no teaching, suggestion, or
5 incentive to support the combination of the Zander and Segal et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography and Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications) and provide an indication that one skilled in the art would not have an incentive to combine these
10 references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al.,
15 further in view of Enomoto et al., and further in view of Fitchner et al. for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b).
20 Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. or Fitchner et al. provides a device to prevent the customer from accessing the images for

printing "from a source not associated with the camera provider". Enomoto et al.
does not provide any restricting of access of the images for printing "from a
source not associated with the camera provider". Further, Fitchner et al.
provides for updating firmware within a digital camera. Fitchner et al. does not
5 provide for adjusting the camera performance based on camera usage
information.

The invention as claimed in amended Claim 13 is believed to be novel and
patentable over Zander in view of Segal et al., further in view of Enomoto et al.,
and further in view of Fitchner et al., because there is an insufficient basis to
10 conclude that there is teaching, suggestion, or incentive to support the
combination of claimed elements of Zander in view of Segal et al., further in view
of Enomoto et al., and further in view of Fitchner et al. would have been obvious
to one skilled in the art. That is to say, there must be something in the prior art or
line of reasoning to teach, suggest, or provide incentive that the combination of
15 these various references is desirable. The applicant believes that there is no
such basis for the combination. The applicant therefore requests that Examiner
Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 40, 41, 74
and 94 as being unpatentable over the combination of Zander in view of Segal et
20 al., and in view of Enomoto et al. as applied to claim 1, and further in view of
"Kodak Tries to Inspire More Picture Taking in India with Rentals," Bailay, Asia
Wall Street Journal, New York, Jan. 15, 1999 (hereinafter referred to as "Kodak")

is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Kodak does describe methods where a camera provider and
5 processor are associated with the camera manufacturer. There is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al., and further in view of Kodak for:

providing an electronic network through which a camera provider
electronically communicates with a consumer to generate a
10 contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said
electronic network to an image processor and transferring
images acquired by said camera to said image processor;
(Claim 1 Lines 24-26)

15 printing reproductions of at least one of the images having
restricted access; (Claim 1 Lines 27-28)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
20 image reproductions within the selected amount of time and the
camera provider provides the consumer with at least one of the

cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said
electronic network to receive images acquired by said camera to
5 an image processor; (Claim 57 Lines 12-14)

and

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
cameras to consumers in exchange for a commitment (Claim 77,
10 Lines 1-4) (The steps of the program process being equivalent to
the method of Claim 1).

As described above, Segal et al. does not discuss a system that includes
an electronic network for generating a contract with terms that provides for the
purchasing of the camera based on the amount of film or images purchased and
15 is entirely restricted to cellular phones and there is no teaching, suggestion, or
incentive to support the combination of the Zander and Segal et al. For example,
the classifications of the field of search of Zander and Segal et al. are non related
(Zander being 396 – Photography and Segal et al. being 455 –
Telecommunications and 379 – Telephonic Communications) and provide an
20 indication that one skilled in the art would not have an incentive to combine these
references. While a cellular telephone does provide electronic communication

over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al.,
5 further in view of Enomoto et al., and further in view of Kodak for a system that includes an electronic network for generating a contract with terms that provides for the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for
10 removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not
15 associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 40, 41, 74 and 94 is believed to be novel and patentable over Zander in view of Segal et al., further in view of
20 Enomoto et al., and further in view of Kodak, because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view

of Enomoto et al., and further in view of Kodak would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 48, 49, 69, 70, 89, and 90 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of U. S. Patent 5,794,210 (Goldhauber et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

While Goldhauber et al. does describe "Called Attention Brokerage" which is "the business of brokering the buying and selling of the 'attention' of users" (Abstract), there is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of Goldhauber et al. for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said
electronic network to an image processor and transferring
images acquired by said camera to said image processor;
(Claim 1 Lines 24-26)

5 printing reproductions of at least one of the images having
restricted access; (Claim 1 Lines 27-28)

connecting said camera to electronically communicate via said
electronic network for restricting access by said consumer to
images acquired by the camera and retained within said camera
10 to prevent the consumer from obtaining reproductions of the
images made from a source not associated with the camera
provider; (Claim 8 Lines 4-8)

transferring personal information via electronic network from said
consumer to said camera provider; (Claim 46 Lines 3-4)and
15 retaining said personal information within a consumer database;
(Claim 46 Line 5)

providing advertising to said consumer through said camera
transferred over said electronic network when said camera is
connected to communicate via said electronic network based on
20 said personal information; (Claim 48 Lines 2-4)

an electronic network that allows electronic communication
between said camera provider and said consumer wherein said
consumer commits to purchase of at least the first amount of
image reproductions within the selected amount of time and the
5 camera provider provides the consumer with at least one of the
cameras, in response to the consumer entering into the
commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said
electronic network to receive images acquired by said camera to
10 an image processor; (Claim 57 Lines 12-14)

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider, wherein
the image securing device encrypts said first image within said
15 camera upon receipt of an encryption key from said camera
provider via said electronic network. (Claim 66, Lines 2-6)

a consumer database in communication with the camera provider
retaining personal information transferred from said consumer to
said camera provider. (Claim 67 Lines 3-5)

20 an advertising provider in communication via said electronic
network with the consumer database and image processor to

associate advertising information with said image reproductions
based on said personal information in return for credit toward
said commitment for image reproductions. (Claim 69 Lines 2-7)

a medium for retaining a computer code which, when executed on
a computing system performs a program process for providing
cameras to consumers in exchange for a commitment (Claim 77,
Lines 1-4) (The steps of the program process being equivalent to
the method of Claim 1, 48, and 49).

As described above, Segal et al. does not discuss a system that includes
an electronic network for generating a contract with terms that provides for the
purchasing of the camera based on the amount of film or images purchased and
is entirely restricted to cellular phones and there is no teaching, suggestion, or
incentive to support the combination of the Zander, Segal et al., and Goldhauber
et al. For example, the classifications of the field of search of Zander and Segal
et al. are non related (Zander being 396 – Photography; Segal et al. being 455 –
Telecommunications and 379 – Telephonic Communications; and Goldhauber et
al. being 705-Data Processing: Financial, Business Practice, Management, or
Cost/Price Determination and 707-Data Processing: Database and File
Management Or Data Structures) and provide an indication that one skilled in the
art would not have an incentive to combine these references.

There is no teaching in the combination of Zander in view of Segal et al.,
further in view of Enomoto et al., and further in view of Goldhauber et al. for a

system that includes an electronic network for generating a contract with terms that provides for the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Goldhauber et al. details the selling of advertising to a user for a fee based on demographics and a personal profile of the user.

The invention as claimed in amended Claims 48, 49, 69, 70, 89, and 90 is believed to be novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Goldhauber et al. would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The

applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 75 and
5 95 as being unpatentable over the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of U. S. Patent 6,578,072 (Watanabe et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to the combination of Zander in view of Segal et al. and further in view of Enomoto et al.

10 While Watanabe et al. does describe "digital photographic services on a network, only selected images are shown only to people that a user wishes to show the images, without cost and time upon or after photographing the images." (Abstract), there is no teaching in the combination of Zander, in view of Segal et al., and in view of Enomoto et al. as applied to claim 46, and further in view of
15 Watanabe et al. for:

providing an electronic network through which a camera provider electronically communicates with a consumer to generate a contract ...; (Claim 1 Lines 3-5)

connecting said camera to electronically communicate via said
20 electronic network to an image processor and transferring

images acquired by said camera to said image processor;

(Claim 1 Lines 24-26)

printing reproductions of at least one of the images having

restricted access; (Claim 1 Lines 27-28)

5 an electronic network that allows electronic communication

between said camera provider and said consumer wherein said

consumer commits to purchase of at least the first amount of

image reproductions within the selected amount of time and the

camera provider provides the consumer with at least one of the

10 cameras, in response to the consumer entering into the

commitment; (Claim 57 Lines 6-11)

an image processor in communication with said consumer via said

electronic network to receive images acquired by said camera to

an image processor; (Claim 57 Lines 12-14)

15 and

a medium for retaining a computer code which, when executed on

a computing system performs a program process for providing

cameras to consumers in exchange for a commitment (Claim 77,

Lines 1-4) (The steps of the program process being equivalent to

20 the method of Claim 1).

As described above, Segal et al. does not discuss a system that includes an electronic network for generating a contract with terms that provides for the purchasing of the camera based on the amount of film or images purchased and is entirely restricted to cellular phones and there is no teaching, suggestion, or incentive to support the combination of the Zander, Segal et al., and Watanabe et al. For example, the classifications of the field of search of Zander and Segal et al. are non related (Zander being 396 – Photography; Segal et al. being 455 – Telecommunications and 379 – Telephonic Communications; and Watanabe et al. being 705-Data Processing: Financial, Business Practice, Management, or Cost/Price Determination and 707-Data Processing: Database and File Management Or Data Structures) and provide an indication that one skilled in the art would not have an incentive to combine these references. While a cellular telephone does provide electronic communication over an electronic network, there is no teaching to generating a contract with the terms that predicate providing of the camera based on the amount of film or images purchased.

There is no teaching in the combination of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al. for a system that includes an electronic network for generating a contract with terms that provides for the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal et al. discusses encryption of pre-paid airtime communication units with

unique identifiers. Enomoto et al. provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal et al. provides a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Enomoto et al. does not
5 provide any restricting of access of the images for printing "from a source not associated with the camera provider". Further, Watanabe et al. provides digital photographic services on a network where only selected images are shown to people that a user wishes to show the images.

The invention as claimed in amended Claims 75, and 95 is believed to be
10 novel and patentable over Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al., because there is an insufficient basis to conclude that there is teaching, suggestion, or incentive to support the combination of claimed elements of Zander in view of Segal et al., further in view of Enomoto et al., and further in view of Watanabe et al. would
15 have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to teach, suggest, or provide incentive that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these
20 arguments.

The specification has been amended to describe the construction and transfer of a consumer profile to a customer database that is connected to the

electronic network "during the sign up process and throughout the use of the camera when the camera is connected to communicate with the electronic network and when orders of reproductions by the consumer".

Applicant understands that Examiner's **FINAL** position re this application.

5 Further, the Applicant respectfully submits that the above amendments, arguments, and comments traverse what the Examiner regards as knowledge that would have been generally available to one of ordinary skill in the art at the time the invention was made. Thusly, the Applicant respectfully requests that a timely Notice of Allowance for all claims be issued in this case.

10 It is requested that should Examiner Rhode not find that the Claims are now allowable, that the undersigned be called at (845) 452-5863 to overcome any problems preventing allowance.

Respectfully Submitted,
George O. Saile & Associates

15


Billy J. Knowles, Reg. No. 42,752